

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,	:	Case No. 2:23-cv-1408
	:	
Plaintiff,	:	
	:	
v.	:	JUDGE EDMUND A. SARGUS, JR.
	:	Magistrate Judge Kimberly A. Jolson
	:	
FIFTEEN THOUSAND ONE HUNDRED	:	
FOUR AND 00/100 DOLLARS	:	
(\$15,104.00) IN UNITED STATES	:	
CURRENCY, et al.,	:	
	:	
Defendants.	:	

SETTLEMENT AGREEMENT

WHEREAS, on or about January 10, 2023, the United States of America (“United States”), by and through its authorized agents, seized Fifteen Thousand One Hundred Four and 00/100 Dollars (\$15,104.00) in United States Currency (Defendant 1) from Imani Robinson’s carry-on bag and Ten Thousand Five Hundred Twelve and 00/100 Dollars (\$10,512.00) in United States Currency (Defendant 2) from Imani Robinson’s checked luggage (hereinafter collectively “the defendants”), following a consensual encounter with her at the John Glenn Columbus International Airport;

WHEREAS, on April 25, 2023, the United States filed a verified Complaint for Forfeiture *In Rem* alleging that the defendants are forfeitable to the United States, pursuant to 21 U.S.C. § 881(a)(6), because they represent property furnished or intended to be furnished in exchange for a controlled substance, represent proceeds traceable to such an exchange, or was used or intended to be used to facilitate any violation of 21 U.S.C. § 841 or a conspiracy to commit such offense, in violation of 21 U.S.C. § 846 (Doc. 1);

EXHIBIT

A

WHEREAS, pursuant to the Warrant of Arrest *In Rem* (Doc. 3), the United States Marshals Service confirmed that the defendant currency is in the custody of the United States, bringing the defendant currency within the jurisdiction of the Court (Doc. 4);

WHEREAS, pursuant to Rule G(4)(b) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, the United States sent direct notice of this action and a copy of the Complaint to all known potential claimants — Imani Robinson and Trent Messer — by means reasonably calculated to reach the potential claimants (Doc. 5);

WHEREAS, notice of this forfeiture action was also posted on an official internet government forfeiture site (www.forfeiture.gov) for 30 consecutive days, beginning on May 24, 2023, in accordance with Rule G(4)(a)(iv)(C) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions (Doc. 6);

WHEREAS, on July 10, 2023, Imani Robinson, through her attorney, filed a Verified Claim asserting an ownership interest in the defendant currency. (Doc. 7.) On July 27, 2023, Imani Robinson filed an Answer to the Complaint (Doc. 8); and

WHEREAS, all other persons known to the Parties to have a potential interest in the subject currency have failed to file a claim asserting an interest in the defendant currency (*see* Entries of Default, Docs. 10 and 16), and no other persons or entities are known to the Parties who may have an interest in the defendant currency.

THEREFORE, in the interest of fully resolving Imani Robinson's claim in all aspects, and to avoid the expenses and risks of further litigation, the United States and Imani Robinson (together "the Parties") HEREBY STIPULATE AND AGREE that:

1. The defendant currency was lawfully seized by authorized law enforcement officers.

2. The United States shall return a total of Ten Thousand Two Hundred Forty-Six and 00/100 Dollars (\$10,246.00) in United States Currency to Imani Robinson which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action, whether known or unknown, arising directly or indirectly from the seizure described in this Settlement Agreement.

3. Imani Robinson hereby withdraws any right, title, interest, and/or claim that she may have to the remaining balance of the defendant currency, which is more specifically described as a total of Fifteen Thousand Three Hundred Seventy and 00/100 Dollars (\$15,370.00) in United States Currency.

4. By signing this Settlement Agreement, Imani Robinson also agrees to the entry of the Agreed Judgment and Decree of Forfeiture executed by the Parties in conjunction with this Settlement Agreement forfeiting the \$15,370.00 in United States Currency to the United States in accordance with 21 U.S.C. § 881(a)(6).

5. The United States agrees that following entry of the Agreed Judgment and Decree of Forfeiture, the United States Marshals Service, as custodian of the property, will facilitate the release of the \$10,246.00 in United States Currency to Imani Robinson by and through her attorney of record, Brian Joslyn. Imani Robinson agrees to complete all documents required by the United States to facilitate the release of the \$10,246.00 in United States Currency.

6. Imani Robinson understands that the \$10,246.00 in United States Currency shall be returned to her via a payment through the United States Treasury. By signing this agreement, she acknowledges that the Debt Collection Improvement Act of 1996, as codified at 31 U.S.C. § 3716 and administered through the Treasury Offset Program (“TOP”), requires the United States Treasury to offset federal payments to collect certain delinquent debts owed by a payee to the United States, a United States agency, or a state. Accordingly, Imani Robinson

acknowledges that the amount to be returned to her under this Settlement Agreement may be reduced by the amount of any such delinquent debt that the United States Treasury is required to collect through TOP.

7. If any person or entity other than Imani Robinson asserts an interest in any portion of the defendant currency and such claim necessitates any further administrative or judicial action regarding the property, Imani Robison agrees to cooperate fully with the United States in any such administrative or judicial proceeding.

8. Imani Robinson agrees to release and hold harmless the United States, and any agents, servants, and employees of the United States (or any state or local law enforcement agency) acting in their individual or official capacities, from any and all claims, demands, rights, and causes of action of whatsoever kind and nature, whether known or unknown, which she may have or later acquire against the United States and its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether for compensatory or exemplary damages.

9. Imani Robinson agrees that she has not substantially prevailed, and the Parties agree that each shall bear their own costs and attorneys' fees. Imani Robinson further agrees to waive any and all rights she may have to recover attorney's fees under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412, the Civil Asset Forfeiture Reform Act (CAFRA), 28 U.S.C. § 2465, or any other legal or statutory basis.


10. For the purpose of construction, this Settlement Agreement shall be deemed to have been drafted by the Parties and shall not, therefore, be construed against any party in any subsequent dispute, including but not limited to any proceedings to enforce the terms of this Settlement Agreement.

11. This Settlement Agreement constitutes the final, complete, and exclusive agreement and understanding between the United States and Imani Robinson with respect to the settlement provided herein and supersedes all prior agreements and understandings, if any, whether oral or written.

12. Unless specifically directed by an Order of the Court, Imani Robinson shall be excused and relieved from further participation in this case.

13. The Parties agree that the United States District Court for the Southern District of Ohio, Eastern Division shall retain jurisdiction of this action to enforce this Settlement Agreement.

Date: 10-23-23


IMANI ROBINSON
Claimant

I am Imani Robinson's attorney in this civil forfeiture action. I have carefully reviewed this Settlement Agreement with her. She advises me that she understands and accepts the terms of this agreement and that her decision to enter into this agreement is an informed and voluntary one.

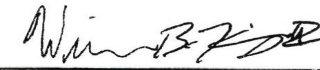
Date: 10/27/23


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The undersigned Assistant United States Attorney represents and warrants that he is signing this Settlement Agreement in his official capacity.

KENNETH L. PARKER
United States Attorney

Date: 10/30/2023


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